



Tuesday September 6th, 2011
Sullivan County NH, Board of Commissioners

Business Meeting
AGENDA

Location: Newport Remington Woodhull County Complex
14 Main Street, Newport NH 03773

- | | | |
|-------------------|----|--|
| 3:00 PM – 3:20 PM | 1. | County Administrator's Report <ul style="list-style-type: none">a. Certificate of Vote Authority & Notarization Required for NH State DHHS Childhood Lead Poisoning Case Management & Health Homes Activities \$60,541 Approved Grantb. FY '11 Financial Audit Updatec. NHCF \$40,000 Grant Application: Approve Submitting Application, Receiving Funds if Approved, and Authorizing County Administrator to Sign any Grant Documentsd. Regional Network Coordinator Proposal for Commission on Wellness |
| 3:20 PM – 3:30 PM | 2. | Department of Corrections: West Central Behavioral Health Professional Service Contract – Review for Approval |
| 3:30 PM – 3:45 PM | 3. | Commissioners' Report <ul style="list-style-type: none">a. Old Businessb. Any New Business<ul style="list-style-type: none">i. FY11 County Annual Reportii. Meeting Minutes Signature Protocol - When Clerk is Absent From a Meeting |
| 3:45 PM – 3:55 PM | 4. | Public Participation |
| 3:55 PM – 4:00 PM | 5. | Meeting Minutes Review <ul style="list-style-type: none">a. Aug 16, 2011 Public Meeting Minutesb. Aug 16, 2011 4:19 PM Executive Session Minutes |
| 4:00 PM – 4:20 PM | 6. | Probable Executive Session Per RSA 91-A:3.II.d – Discussion Regarding County Building Leases |
| 4:20 PM | 7. | Adjourn meeting |

The times reflected on this agenda, other than the start time, are estimates. Actual time will depend on level of interest and participation.



Upcoming Events / Meetings:

- **Sep 14th Wed. NHAC Award Nominations Due**
- **Sep 20th Tue. Next Board of Commissioners Regular Business Meeting**
 - **Time: 3 PM**
 - **Place:** Unity County Complex, 5 Nursing Home Drive, Sullivan County Health Care Facility, 1st Floor, Frank Smith Living Room
-
- **Sept 29 & 30 Thu/Fri Unifund 2011 Summit Work Conference**
- **Oct 4th Tue. Next Board of Commissioners Regular Business Meeting**
 - **Time: 3 PM**
 - **Place:** Newport County Complex, 14 Main Street, Newport NH 03773, 1st Floor, Commissioners Conference Room
- **Oct 18th Tue. Next Board of Commissioners Regular Business Meeting**
 - **Time: 3 PM**
 - **Place:** Unity County Complex, 5 Nursing Home Drive, Sullivan County Health Care Facility, 1st Floor, Frank Smith Living Room
- **Sep 14th Wed. NHAC Award Nominations Due**

The times reflected on this agenda, other than the start time, are estimates. Actual time will depend on level of interest and participation.

County of Sullivan, NH

**Type of meeting: Board of Commissioners – Regular Business
Meeting Minutes**

Date/Time: Tuesday, September 6, 2011, 3 PM

**Place: Remington Woodhull County Complex, County
Administration Building, 14 Main Street, Newport
NH 03773, 1st Floor, Commissioners Conference
Room**

Attendees: Commissioners Bennie Nelson – Chair, Jeffrey Barrette – Vice
Chair and John M. Callum Jr. – Clerk; Greg Chanis – County
Administrator; Jessica McAuliff MPH – Public Health Coordinator;
Liz Hennig – Regional Network / Communities United For
Substance Abuse Prevention Coordinator; Dodi Violette –
Account Clerk I/Notary of Public; and Sharon Callum –
Administrative Assistant/Minute Taker.

Public attendees: Archie Mountain – Argus Champion Editor/Eagle Times
Reporter

Agenda Item No. 1.

Agenda Item No. 1.a.

County Administrator's Report

Certificate of Vote Authority & Notarization
Required for NH State DHHS Childhood Lead
Poisoning Case Management & Healthy Homes
Activities \$60,541 Approved Grant

A copy of the Certification of Vote/Authority form and Form P-37 Agreement
for the \$60,541 NH State HHS grant was distributed [Appendix A & B.1-33].
The County would act as fiscal agent for the grant, with the program
supervised by Public Health Coordinator – Jessica McAuliff; funding from the
NH State DHHS Healthy Homes program provides for childhood lead
poisoning case management.

3:13 *Ms. Dodi Violette entered the room.*

**3:14 Motion: to authorize Commissioner John Callum, Clerk, to sign
the certificate of vote pertaining to the NH DHHS Lead
Poisoning Case Management & Healthy Homes Activities
Certification of Vote/Authority. Made by: Barrette. Seconded
by: Callum Jr. Voice vote: All in favor.**

3:15 Commissioner Callum read into the minutes the Certificate of
vote/authority, as follows:

I, John Callum Jr. of the County of Sullivan, NH, do hereby certify that:

1. I am the duly elected Commissioner Clerk of the County of Sullivan, NH;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on September 6, 2011;

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the County Administrator is hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Greg Chanis is the duly appointed County Administrator of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of September 6, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand as the Commissioner Clerk of the County of Sullivan, NH this 6th day of September, 2011."

Ms. Violette notarized the signing of the Certificate by Commissioner Callum Jr., the signing of the P-37 Agreement by County Administrator, and then left the room at 3:19.

Agenda Item No. 1.c. & d.

NH CF \$40,000 Grant Application: Approve Submitting Application, Receiving Funds if Approved, and Authorizing County Administrator to Sign any Grant Documents and Regional Network Coordinator Proposal for Commissioner on Wellness

Liz Hennig introduced herself, discussed how long she had worked with the County for the substance abuse prevention grant program, then provided a Power Point presentation [Appendix C], discussing the material. Ms. Hennig noted her main goal in attending today's Board meeting is to attain support from the Board to apply for the planning grant, create a commission with their goal to create a better, healthier, community.

Mr. Chanis briefed Commissioner Callum on the history of the Strategic Prevention Framework and Regional Coordinating Committee grants and programs; how they have evolved and overlapped; and the holistic approach the State wants the counties to take. He noted, this is a great opportunity to coordinate the players, work towards developing a more cohesive approach, and encouraged the Board to approve submitting the application, and working to establish a commission. He confirmed the commission would be people brought together for a defined period of time to create a plan - that is

approved and submitted, and then the committee would disband. Chanis confirmed the New Hampshire Charitable Foundation, the grantor, is a private foundation with various pools of monies. The group discussed how the group might be structured and sustained. Chanis will compile a list of potential commission members, and return to a future Commissioner meeting to attain their approval, then they would send out invitations from the Board to the approved list.

3:37 Motion: to apply for and accept funding, if awarded, and authorize the County Administrator to sign pertinent documents, and to establish a Sullivan County Commission on Wellness who's membership and responsibilities will be determined at a future meeting. Made by: Callum Jr. Seconded by: Barrette. Voice vote: All in favor.

Agenda item No. 1.e. NH State Technical Information Release on 2011 Municipal Law Changes

A copy of the NH DRA Technical Information Release on 2011 Municipal Law Changes [Appendix D] was distributed. Chanis highlighted those changes that may affect the County:

- ☐ Senate Bill 1 – Evergreen Law
- ☐ Senate Bill 15 – limits of daily deposits
- ☐ House Bill 198 - allows the County Treasurer to invest in units of pooled monies.
- ☐ House Bill 521 - public hearing date changes
- ☐ The group briefly discussed Senate Bill 2 tax cap

Agenda Item No. 1.b. FY '11 Financial Audit Update

Mr. Chanis noted auditors have indicated it is a very good year for the County; Fund balance appears to be in the \$4 million dollar range effective 6/30/11; of that, \$650,000 will be applied to FY '12; bulk of fund balance increase is due to the revenue side – an unusually large ProShare payment and, the fact that, after the budget was approved last year, the Federal government extended the stimulus period for four quarters; plus, County was \$150,000 – \$200,000 under budget on the expense side; auditors noted to him County would not receive a management letter; tentatively set exit interview of auditors for Tuesday 9/20, next Commissioners' meeting.

Non Agenda Item Lease Agreement Congressman Bass's Office: Update

Mr. Chanis noted they are moving forward, seeking approval from Delegation members to enter the lease agreement with Congressman Bass's office, for a congressional office to be located within the UNH Cooperative Extension building; attending the Delegation meeting scheduled in Concord at noon on September 14th to discuss the issue; the current congressional term runs to 2013.

**Agenda item No. 2. Department of Corrections (DOC): West
Central Behavioral Health (WCBH)
Professional Service Contract – Review for
Approval**

A copy of the WCBH Professional Service Contract [Appendix E] was distributed and reviewed by the Board members. The contract runs from 7/1/11 to 6/30/12. Budgeted funds are included in the FY '12 DOC budget.

**4:05 Motion: to approve the West Central Behavioral Health
Professional Service Contract and authorize the DOC
Superintendent to execute [said] contract. Made by: Callum
Jr. Seconded by: Barrette. Voice vote: All in favor.**

Agenda Item No. 3. Commissioners' Report

Agenda Item No. 3.a. Old Business
Nothing submitted.

Agenda Item No. 3.b.i. FY11 County Annual Report
Mr. Chanis suggested he could draft a report from the Commissioners and County Administrator, and circulate the draft for approval. After a brief debate, the Board concurred.

Non Agenda Item Unity Complex Oil Spill Update
Mr. Chanis confirmed, the cost to recover a portion of the expense the County paid to take care of the oil spill at the Unity complex was approved for payment by NH State; County is waiting for the reimbursement check; there are no other requirements of the County. Chanis noted the recovery revenue was included in the FY '11 Accrued Receivables list given to the auditors.

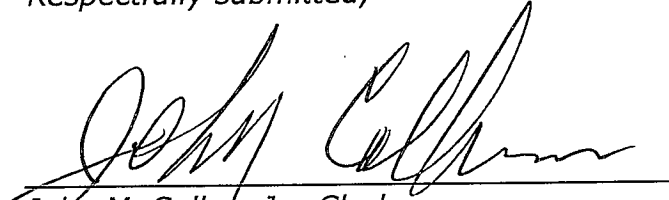
Agenda Item No. 3.b.ii. Meeting Minutes Signature Protocol
Comm. Callum Jr. noted he had requested this matter to be added to the agenda, as he wanted to attain a consensus on whether the Clerk should sign minutes of meetings the Clerk did not attend. Barrette noted the Clerk signing the minutes indicates, to him, that the minutes were reviewed and approved at their next meeting. Nelson concurred.

4:13 Motion: to approve, as written, the August 16th public meeting minutes. Made by: Barrette. Seconded by: Callum Jr. Voice vote: All in favor.

4:14 Motion: to approve, and seal until matter resolved, the meeting minutes of August 16th Executive Session. Made by: Barrette. Seconded by: Callum Jr. Voice vote: All in favor.

**4:15 Motion to adjourn. Made by: Barrette. Seconded by: Nelson.
Voice vote: All in favor.**

Respectfully submitted,

 09/22/11

John M. Callum Jr., Clerk
Board of Commissioners

JC/sjc

Date approved: September 20, 2011

CERTIFICATE OF VOTE/AUTHORITY

I, John M. Callum Jr. of the County of Sullivan, NH, do hereby certify that:

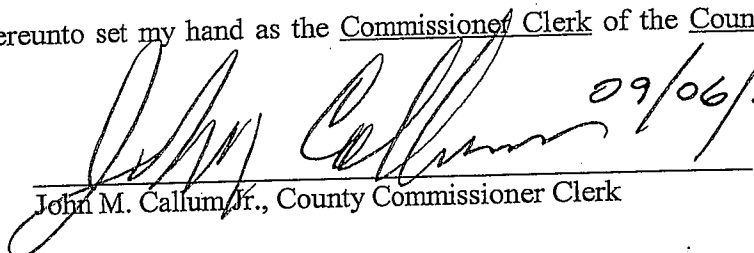
1. I am the duly elected Commissioner Clerk of the County of Sullivan, NH;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on September 6th, 2011;

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the County Administrator is hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate. Greg Chanis is the duly appointed County Administrator of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of September 6th, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand as the Commissioner Clerk of the County of Sullivan, NH this 6th day of September, 2011.

 09/06/11
John M. Callum Jr., County Commissioner Clerk


STATE OF NH

COUNTY OF SULLIVAN

The foregoing instrument was acknowledged before me this 6th day of September, 2011 by

Doreann H. Violette.

(Notary Public/JP name)


Notary Public/Justice of the Peace signature
My Commission Expires: My Commission Expires December 11, 2011

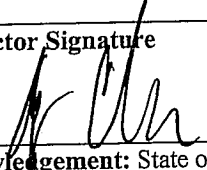

Subject: Childhood Lead Poisoning Case Management and Healthy Homes Activities

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name County of Sullivan, New Hampshire		1.4 Contractor Address 14 Main Street Newport, NH 03773	
1.5 Contractor Phone Number 603-863-2560	1.6 Account Number 010-090-54970000-102-500731	1.7 Completion Date August 31, 2013	1.8 Price Limitation \$60,541
1.9 Contracting Officer for State Agency Joan H. Ascheim, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Greg Chanis, County Administrator	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sullivan</u> On <u>9/6/2011</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> [Seal]  </div> <div style="text-align: right;"> My Commission Expires December 11, 2012 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="text-align: center;"> <i>Doireann H. Violette, Acct Clerk</i> </div>			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory Joan H. Ascheim, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

6.3.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

B.L.

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

NH Department of Health and Human Services

Exhibit A

Scope of Services

Childhood Lead Poisoning Case Management and Healthy Homes Activities

CONTRACT PERIOD: November 1, 2011 or date of G&C approval, whichever is later, through August 31, 2013

CONTRACTOR NAME: County of Sullivan, New Hampshire

ADDRESS: 14 Main Street, Newport, NH 03773

County Administrator: Greg Chanis

TELEPHONE: 603-863-2560

The Contractor shall provide childhood lead poisoning case management and healthy homes services as specified below:

I. General Provisions

A. Eligibility and Income Determination

Families with children with elevated blood lead levels are eligible for childhood lead poisoning case management and healthy homes assessments. The area to be served is the public health region of: Greater Sullivan County.

B. Numbers Served

Public Health Region:	Numbers Served Per Year:
Greater Sullivan County	Estimated 37 to 45 children in case management at one time.

C. Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

Contractor Initials: h.c.

Date: 9/6/11

4. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

D. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C (<http://www.gencourt.state.nh.us/rsa/html/nhtoc.htm>) and He-P 300, effective 01/05 (http://www.gencourt.state.nh.us/rules/state_agencies/he-p.html).
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169-C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130:A, Lead Paint Poisoning and Control (<http://www.gencourt.state.nh.us/rsa/html/nhtoc.htm>).

E. Relevant Policies and Guidelines

Case management services shall be provided in accordance with the Childhood Lead Poisoning Prevention Program case management protocols and the New Hampshire Childhood Lead Poisoning Screening and Management Guidelines at <http://www.dhhs.nh.gov/dphs/bchs/clpp/documents/screening.pdf>.

F. Publications Funded Under Contract

1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C1 (5).

G. Subcontractors

If services required to comply with this exhibit are provided by a subcontracted agency or provider, the Healthy Homes and Lead Poisoning Prevention Program (HHLPPP) must be notified in writing prior to initiation of the subcontract. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

II. Minimal Standards of Core Services

A. Lead Poisoning Case Management and Healthy Homes Assessment Questionnaires

The Contractors shall:

1. Submit to the HHLPPP, within 30 days of the end of each month, an electronic listing of new and on-going cases for whom case management services have been provided. At a minimum, the list shall contain for each newly identified case of lead poisoning: name, date of birth, address, race/ethnicity, date of nursing assessment home visit, date of referral for environmental inspection (if applicable), and dates of chelation treatment and chelating agent if known, and any other pertinent diagnostic testing results. The electronic listing shall also include cases that have been closed or discharged, including reason for closure or discharge. Reports shall be made utilizing a Microsoft Excel form provided by the HHLPPP.
2. Maintain a case file for existing cases of care coordination. Copies of these files shall be provided to the HHLPPP upon request.
3. Maintain files of discharged/closed cases in accordance with contracted agency record retention policies. Copies of these files shall be provided to the HHLPPP upon request.
4. Provide quarterly narratives of all lead poisoning prevention, screening promotion, and healthy homes activities, including program successes, unmet needs, emerging problems or opportunities and recommendations to improve program performance. Reports shall be submitted within 30 days after the end of each quarter of the fiscal year.
5. Assess health and housing conditions and make health, housing and energy service referrals for families with children in case management utilizing healthy homes assessment tools as provided by the HHLPPP.
6. Within 90 days of contract award, contact families with children currently in case management to notify them of case management transition, and complete home visits consisting of the healthy homes assessment questionnaire for families with children in case management who did not previously receive the assessment.
7. Contact the provider of a child with a newly confirmed blood lead level of 10 mcg/dL or greater within two working days of receiving notification of the elevation from the HHLPPP.
8. Make a referral to the HHLPPP for environmental inspection by fax within two working days of contacting the provider if the child's level is 15 mcg/dL or above using the HHLPPP environmental referral form.
9. Fax the healthy homes assessment questionnaire within 5 working days of the nursing home visit if the healthy homes assessment questionnaire is not faxed to make an environmental referral as detailed in #8 above.
10. In the case of an emergent need to relocate a family receiving case management services due to concerns about the current housing, the Contractor shall contact the HHLPPP before making arrangements or recommendations for the family to be relocated.

Contractor Initials: h.c.

Date: 9/16/11

B.8

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the DPHS prior to initiating any research related to this contract.

Healthy Homes Needs Assessment and Strategic Plan (FY2012)

The Contractor shall develop and maintain a group of community stakeholders to address lead poisoning prevention and healthy homes promotion. Meetings of this group shall be held, at a minimum, on a monthly basis in FY2012 to complete a needs assessment and develop a Healthy Homes Strategic Plan. The group should consist of a wide representation of community health, housing, weatherization, and professional organizations; businesses; family support services; faith-based leaders; and at least one lay person representative of the population(s) to be served.

By August 31, 2012, the Contractor shall submit a strategic plan for healthy homes to the HHLPPP. At a minimum, the plan must include the following elements:

1. A mission.
2. A description of the region's strengths and gaps.
3. A description of burden of exposures or conditions, both health and housing.
4. A description of partners/programs involved.
5. SMART (specific, measurable, achievable, realistic and timely) goals, objectives, and activities.
6. A description of the person/position/agency responsible for the specific objective/activity.
7. Guidelines for collecting and using data to evaluate and modify the plan as needed.
8. A description of activities that assure engagement of the community stakeholders in the process to monitor and refine the plan.
9. A sustainability plan to ensure continuation of services.

Healthy Homes "One Touch" Implementation (FY2013)

The primary goal of "One Touch" is to address multiple housing-based health problems when working with a family. "One Touch" programs shall include health, housing, and energy assistance programs (weatherization) to achieve healthy housing objectives. Home visitors from community agencies and organizations will deliver "One Touch" through coordinated services and referrals. "One Touch" tools, which include assessment forms, educational material, referral templates and data tracking spreadsheets, are available through the HHLPPP for customization. This integrated service delivery enhances each program's capacity to:

1. Provide enhanced resident education,
2. Refer clients to programs that could address health, housing or energy issues, and
3. Expand housing repairs to address housing-based health hazards.

Contractors shall identify key staff and partners responsible for accepting and responding to referrals, and develop and document referral processes for health and housing hazards that will be addressed by partner organizations. Contractors shall meet with "One Touch" partners at least quarterly to monitor progress.

Health, housing and energy programs "touch" families with their home visiting services, housing repairs, or energy upgrades. Interventions such as public awareness, capacity building and implementation of activities should align with the goals and objectives found within:

1. The New Hampshire Healthy Homes Statewide Strategic Action Plan
(<http://www.dhhs.nh.gov/dphs/cdpc/asthma/documents/strategicplan.pdf>).
2. The CDC Healthy Homes and Lead Poisoning Prevention Branch's *Developing a Healthy Homes Program at:*
http://www.cdc.gov/nceh/lead/publications/10_217029A_Walker_HealthyHomesBooklet_101310_UPDATED_WithCovers.pdf
3. Objectives 1 and 2 of the Environmental Risk Reduction Section in the New Hampshire State Asthma Plan.

B. Staffing Provisions

1. New Hires

The Contractor shall notify the HHLPPP in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

2. Vacancies

The Contractor must notify the HHLPPP in writing if the position of public health nurse is vacant for more than three months. This may be done through a budget revision. In addition, the HHLPPP must be notified in writing if at any time any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

3. Staff employed or subcontracted by the Contractor shall meet the following for lead poisoning case management services:

- a) Registered Nurse (RN), or Licensed Practical Nurse (LPN) under the direction of an RN, is preferred; or a certified Medical Assistant (MA) under the direction of a licensed physician;
- b) Have 2 years' experience working with families in a health care support capacity;
- c) Work in coordination with a licensed multidisciplinary team, including but not limited to physicians, and/or other licensed health care professionals; and
- d) For LPNs and MAs only, implement nursing care plans and/or case management plans under the direction of an RN or licensed physician, as appropriate.

C. Coordination of Services

1. The Contractor and the HHLPPP shall assure the ongoing transfer of case management information and records, and healthy homes assessment tools, from the HHLPPP to the Contractor, and from the Contractor to the HHLPPP, as deemed necessary by the HHLPPP.
2. The HHLPPP may require additional care coordination information in order to satisfy statutory requirements or as required by the CDC.

D. Meetings and Trainings

The Contractor will be responsible to send staff to meetings and trainings required by the HHLPPP, including but not limited to: quarterly case management/care coordination meetings, healthy homes trainings and meetings as appropriate, and medical consultant meetings as needed.

III. Quality or Performance Improvement

A. Workplans

1. Performance Workplans are required annually and are used to monitor achievement of standard measures of performance of the services provided under this contract. The Workplans are a key component of the performance-based contracting system and of this contract.
2. The Contractor shall report on Workplan Progress/Outcomes and activities that monitor and evaluate the agency's progress toward performance measure targets.
3. The Contractor shall comply with minor modifications and/or additions to the Workplan and annual report format as requested by the HHLPPP. The HHLPPP will provide the Contractor with at least 30 days advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.

B. Data and Reporting Requirements

In addition to Performance Workplans, the Contractor shall submit to HHLPPP the following data used to monitor program performance:

1. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff List forms must be completed according to the relevant instructions and submitted as requested by DPHS and, at minimum, by April 30 of each year.
2. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

C. On-Site Reviews

1. The Contractor shall allow a team or person authorized by the HHLPPP to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.

2. Reviews shall include client record reviews to measure compliance with this Exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
4. On-Site reviews may be waived or abbreviated at the discretion of the HHLPPP.

I understand and agree to this scope of services to be completed in the contract period. In the event our agency is having trouble fulfilling this contract we will contact the Healthy Homes and Lead Poisoning Prevention Program immediately for additional guidance.

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B.12

NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

Childhood Lead Poisoning Case Management and Healthy Homes Activities

CONTRACT PERIOD: November 1, 2011 or date of G&C approval, whichever is later, through August 31, 2013

CONTRACTOR NAME: County of Sullivan, New Hampshire

ADDRESS: 14 Main Street, Newport, NH 03773

County Administrator: Greg Chanis
TELEPHONE: 603-863-2560

Vendor #177482 - B004 Job #90036000 Appropriation #010-090-54970000-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$60,541 for Childhood Lead Poisoning Case Management and Healthy Homes Activities, funded from 100% Federal Funds from the Centers for Disease Control and Prevention (CFDA # 93.070).
2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

Contractor Initials: J.C.

Date: 9/6/11

B.13

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

Contractor Initials: J. C.

Date: 9/6/11

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Contractor Initials: *LC*

Date: 9/6/11

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

(1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

(2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

The State of New Hampshire determined that the contract activities are of a low risk of liability, and the parties waive the requirement of paragraph 14 of the P-37 in that the contractor provide comprehensive general liability insurance in the amount of \$2 million per incident and instead, accept comprehensive general liability insurance provided by contractor in the amount of \$275,000 per incident.

17. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

18. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,
129 Pleasant Street
Concord, NH 03301

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check _____ if there are workplaces on file that are not identified here.

County of Sullivan, New Hampshire
Contractor Name

From: November 1, 2011 or date of G&C Approval, whichever is later To: August 31, 2013
Period Covered by this Certification

Greg Chanis, County Administrator
Name and Title of Authorized Contractor Representative


Contractor Representative Signature

9/6/11
Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

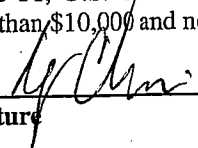
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: November 1, 2011 or date of G&C Approval, whichever is later to August 31, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

	County Administrator
Contractor Signature	Contractor's Representative Title
County of Sullivan, New Hampshire	9/16/11
Contractor Name	Date

B.22

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Signature

County Administrator
Contractor's Representative Title

County of Sullivan, New Hampshire
Contractor Name

9/6/11

Date

B.24

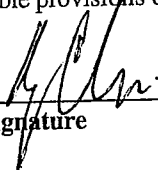
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

	County Administrator
Contractor Signature	Contractor's Representative Title

County of Sullivan, New Hampshire	9/6/11
Contractor Name	Date

B.25

NH Department of Health and Human Services

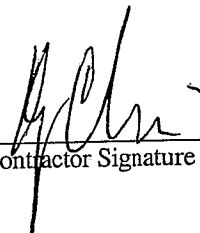
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



Contractor Signature

County Administrator

Contractor's Representative Title

County of Sullivan, New Hampshire

Contractor Name

9/6/11

Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. or data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

Contractor Initials: JC
Date: 9/6/11

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

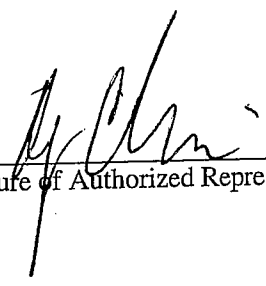
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES
The State Agency Name

COUNTY OF SULLIVAN, NEW HAMPSHIRE
Name of Contractor

Signature of Authorized Representative



Signature of Authorized Representative

JOAN H. ASCHEIM
Name of Authorized Representative

Greg Chanis
Name of Authorized Representative

BUREAU CHIEF
Title of Authorized Representative

County Administrator
Title of Authorized Representative

Date

9/6/11

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after November 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

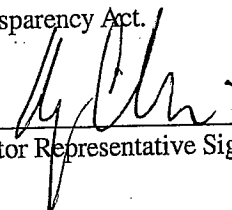
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.



(Contractor Representative Signature)

Greg Chanis, County Administrator
(Authorized Contractor Representative Name & Title)

County of Sullivan, New Hampshire
(Contractor Name)

9/6/11
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 105724371

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

☒ NO

☐ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO

☐ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

ADDENDUM TO EXHIBIT C – SPECIAL PROVISIONS

- 1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

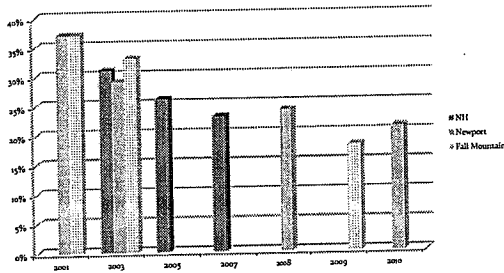
10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

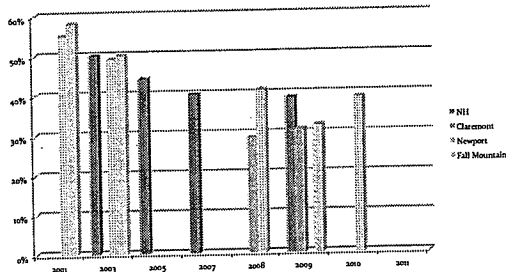
Creating a Healthier Sullivan County

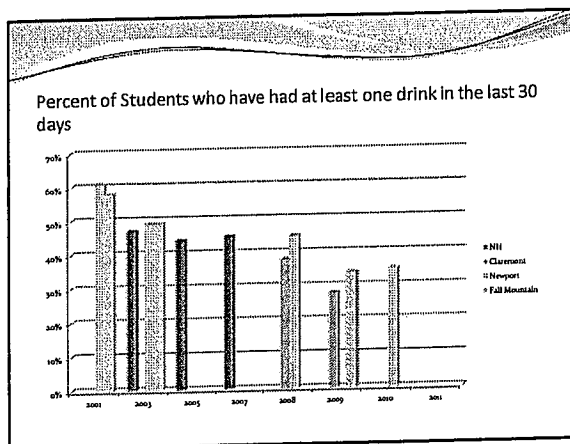
Communities United Regional Network
Presentation for Sullivan County Commissioners
September 7th, 2011

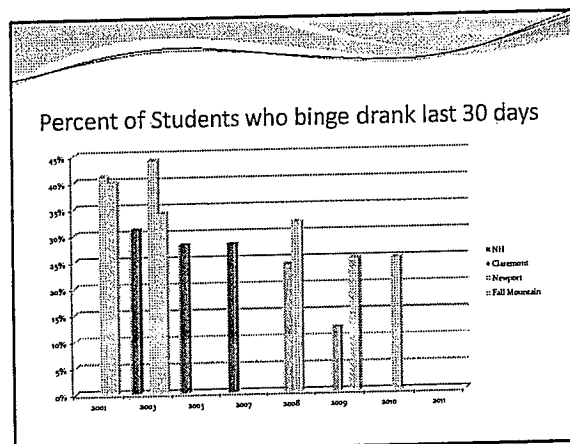
Marijuana Use (within 30 day period)



Percent of Students who had ever tried Marijuana







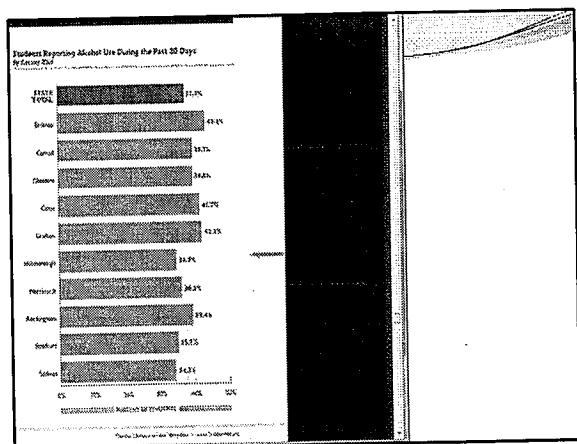
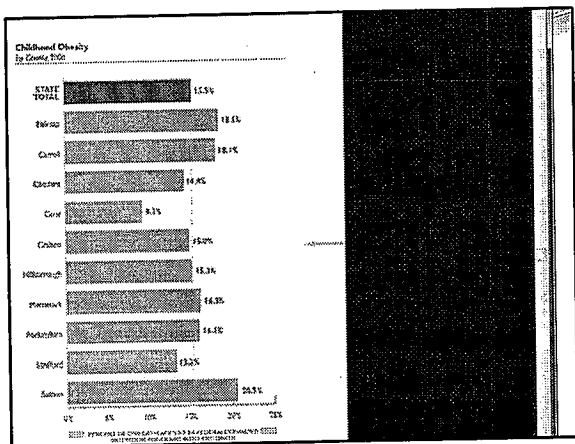
Why do we care?

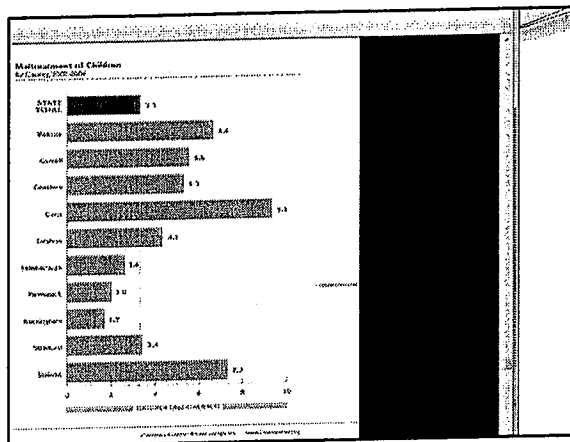
- We have health concerns
 - NH Counties Health Rankings
 - NH Kids Count Data Report 2010/2011
- Costs taxpayers \$
- Economic Impact on the County

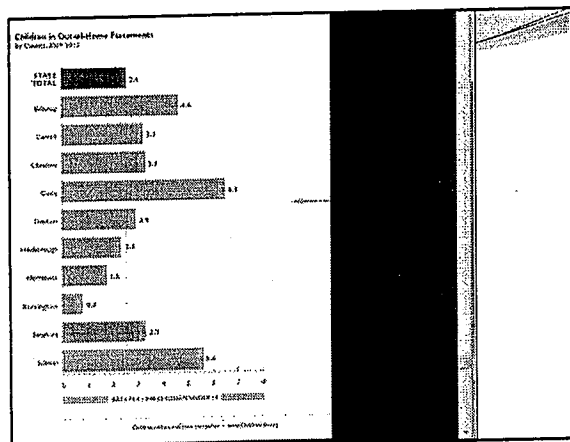
Health Related Costs and Impact

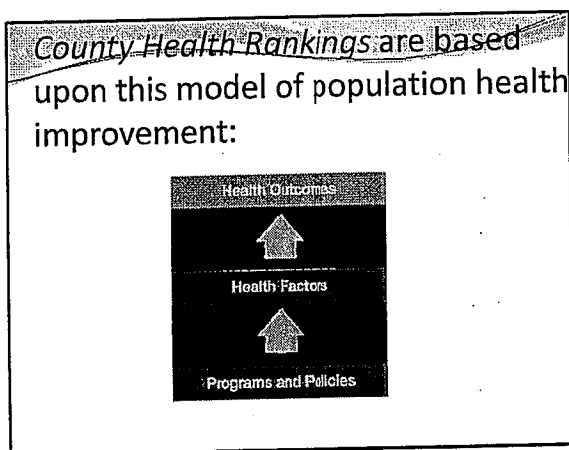
Alcohol use costs Sullivan County \$33,032,235/year.

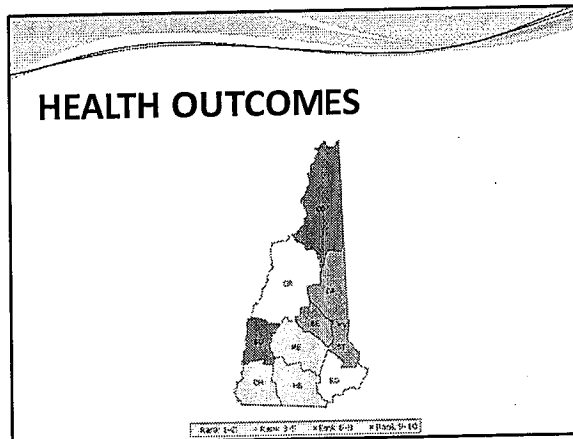
- Lost time at work and increased absenteeism
- Increased crime and property damage
- Costs of incarceration
- Increased automobile accidents
- Costs of treatment for addiction
- Alcohol-caused medical conditions, such as Fetal Alcohol Syndrome

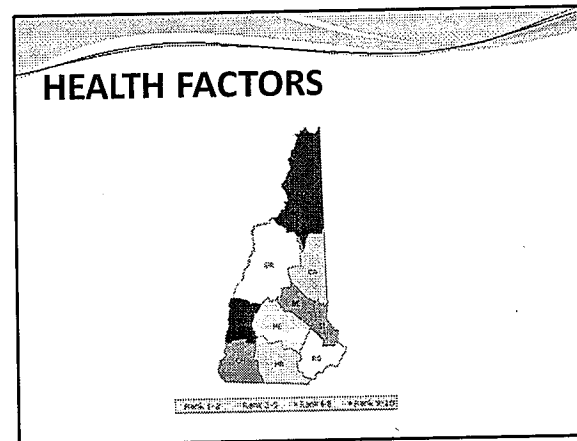






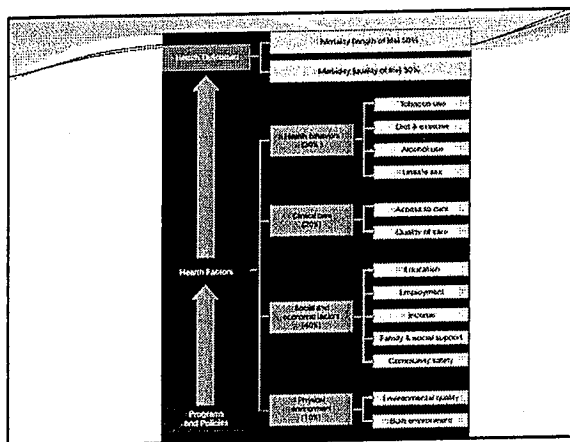






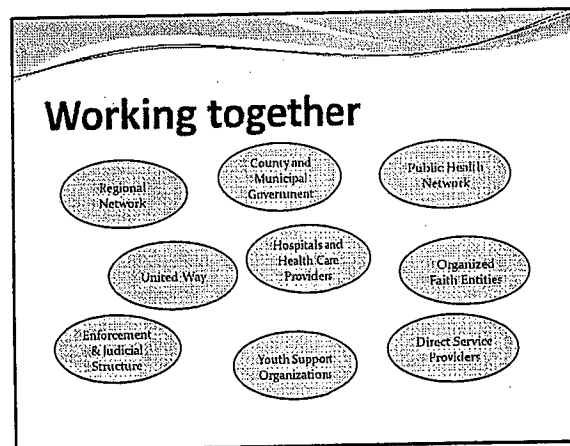
What Makes a Healthy Community?

- Physical Activity *[Public Health Network target area]*
- Overweight and Obesity Reduction
- Environmental Quality
- Immunization *[Public Health Network primary target area]*
- Access to Health Care *[Public Health Network target]*
- Tobacco Use Reduction
- Substance Abuse Reduction *[Communities United Network primary target area]*
- Responsible Sexual Behavior
- Mental Health
- Injury and Violence Reduction



How are we going to get there?

- A clear mission
- A clear vision
- A workplan
- Input from the whole community



Request:

Sullivan County Commission on Wellness

1. Goal: Design a system to engage members of our communities in a coordinated effort that continually improves community health
2. How do we do it, what does it look like?
3. Completion Date: June 2012

New Hampshire Department of Revenue Administration
109 Pleasant Street, Concord, NH 03301

TECHNICAL INFORMATION RELEASE
TIR 2011-005 Date August 03, 2011

A Technical Information Release is designed to provide immediate information regarding tax laws administered by the Department or the policy positions of the Department as a service to taxpayers and practitioners. A Technical Information Release represents the position of the Department on the limited issues discussed herein based on current law and Department interpretation. For the current status of any tax law, practitioners and taxpayers should consult the source documents (i.e., Revised Statutes Annotated, Rules, Case Law, Session Laws, etc.). Questions should be directed to Taxpayer Services at (603) 230- 5000.

2011 Municipal Law Changes

The purpose of this Technical Information Release is to provide New Hampshire cities and towns, as well as taxpayers, with general information regarding certain legislation passed by the New Hampshire Legislature during the 2011 legislative session. This release is for informational purposes only. If you have any questions, or need additional assistance, please contact the NH Department of Revenue Administration Municipal Division at (603) 230-5090.

Senate Bill 1 (Chapter 3, Laws of 2011 – effective March 1, 2011) eliminates the automatic continuation requirement for public employee collective bargaining agreements, commonly referred to as the “Evergreen Law.”

Senate Bill 2 (Chapter 234, Laws of 2011 – effective July 5, 2011) is an enabling law that allows a municipality to adopt a tax cap through the charter process or by a warrant article placed on the warrant for the annual meeting by the governing body or by petition. If the tax cap is proposed by warrant article, it requires a public hearing prior to vote and also needs a 3/5 majority to pass. The article must specify the parameters of any increase of local taxes. Parameters would be based on a fixed dollar amount or percentage of allowable increase to the proposed budget brought forward at the municipality’s annual meeting. The new law also legalizes existing charter tax caps.

Senate Bill 15 (Chapter 19, Laws of 2011 – effective June 24, 2011) amends the requirement that tax collectors, city clerks or city officials must remit money collected to the town treasurer on a daily basis whenever the tax receipts totaled \$500 or more. The \$500 threshold was amended to \$1,500.

Senate Bill 16 (Chapter 57, Laws of 2011 – effective May 9, 2011) requires all votes relative to recommendations on ballot questions to be recorded votes and the numerical tally of any such vote shall be printed on the ballot next to the affected ballot question. If a town has not voted to require such tallies to be printed on the ballot next to the affected ballot question, the governing body may do so on its own initiative. Any ballot vote that includes a tally shall be valid, notwithstanding the fact that the vote occurred prior to May 9, 2011.

House Bill 32 (Chapter 4, Laws of 2011 – effective April 25, 2011) repeals RSA 669:16, VI-a, relative to a town auditor and removes the reference to RSA 41:31, which was repealed last year.

House Bill 70 (Chapter 91, Laws of 2011 – effective July 26, 2011) requires written notification by the State to the municipal clerk and the Chairman of the Charter Commission within 14 days of the State's receipt of the municipal clerk's report relative to an amended or revised charter under RSA 49-B:5-a.

House Bill 77 (Chapter 1, Laws of 2011 – effective February 4, 2011) prohibits an amendment to a warrant article that eliminates the subject matter of the article, but allows an amendment that changes the dollar amount of an appropriation in a warrant article.

House Bill 144 (Chapter 68, Laws of 2011 – effective July 15, 2011) provides that revenue bonds and not general obligation bonds can be used for RSA Chp. 53-F qualifying energy conservation and clean energy improvements. Only grants, and not municipal revenues, can be used to fund the revolving fund. In addition, general municipal revenues cannot be used to fund the loss reserve account.

The new law also provides that the lien for the assessments under this chapter will be junior to other existing liens, such as a mortgage, and in the event of a foreclosure on the property, the municipality's lien is extinguished.

House Bill 198 (Chapter 71, Laws of 2011 – effective July 15, 2011) allows the County Treasurer to invest in units of pooled money market mutual funds which invest solely in obligations of the United States Treasury when the County Treasurer has an excess of funds which are not immediately needed for the purpose of expenditure. Investment by the County Treasurer requires approval of the County Commissioners and County Executive Committee.

House Bill 288 (Chapter 22, Laws of 2011 – effective June 27, 2011) provides that if an unincorporated place exceeds ten (10) voters, and has not organized pursuant to RSA 53:1, the county in which the unincorporated place is located shall pay the town designated pursuant to RSA 668:2 for costs it incurs in conducting a primary or general election for the unincorporated place. The county shall assess the cost of conducting an election to the unincorporated place.

House Bill 337 (Chapter 258, Laws of 2011 – effective July 1, 2011) changes the name of the "State Education Property Tax" to "Education Tax" and repeals the requirement for excess payments to be remitted to the Department, thereby allowing municipalities to retain all of the state tax assessed. It also repeals RSA 198:47 regarding the DP-5 form and amends the calculation of adequate education grants and makes other changes to the education grant formula and distribution.

House Bill 521 (Chapter 112, Laws of 2011 – effective July 30, 2011) requires that a public hearing on county budget estimates be held no earlier than 5 days, nor later than 20 days, after the mailing of the Commissioners' statement.

House Bill 622 (Chapter 262, Laws of 2011 – effective July 13, 2011) allows for the adjustment in the method of calculating the partial payment of taxes related to an increase or decrease in local education taxes resulting from a change to the town's or city's adequate education grant or excess tax amount. The changes apply to both semi-annual and quarterly collection of taxes and must be approved by the Commissioner of the NH Department of Revenue Administration. The application for any such rate change must be submitted to the Department prior to April 1.

House Bill 650 (Chapter 211, Laws of 2011 – effective June 27, 2011 – sunsets July 1, 2012) and **House Bill 2** (Chapter 224:155 and 224:156, Laws of 2011 – effective July 1, 2011 and sunsets July 1, 2012) in response to statutory changes resulting in reductions or increases in distribution of state revenues for education to school districts, the new law allows the governing body of any school district (including those that have adopted RSA 40:13) to call a special meeting of the legislative body to consider a reduction, rescission, or increase of appropriations made at an annual meeting. The special meeting is subject to certain provisions for noticing and voting. This law will sunset on July 1, 2012.

TDD Access: Relay NH 1-800-735-2964

Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.

WEST CENTRAL BEHAVIORAL HEALTH
AFFILIATE OF THE DEPARTMENT OF PSYCHIATRY, DARTMOUTH MEDICAL SCHOOL

PROFESSIONAL SERVICE CONTRACT

THIS AGREEMENT outlines the relationship between West Central Services, Inc. hereafter referred to as the Contractor and Sullivan County Department of Corrections hereinafter referred to as the Contractee. This contract represents the entire contractual relationship between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

SERVICES OF THE CONTRACTOR

The Contractor agrees to provide the following professional services to the Contractee:

Psychiatric services including psychiatric evaluations and medication management to residents of the correctional facility 3 hours per week which includes 2 1/2 hours direct service time plus 30 minutes travel time to and from the facility per visit.

Emergency services on an as needed basis.

In-service training related to the behavioral health care of residents of the facility, as requested.

PERIOD OF SERVICE

The Contractor shall complete all services described above for the duration of the fiscal year which constitutes the time period July 1, 2011 – June 30, 2012.

COMPENSATION

In exchange for the services outlined above, the Contractee agrees to pay West Central Services, Inc. \$445.00 per visit for the delivery of services by a staff psychiatrist and \$320.00 per visit for the delivery of services by a psychiatric resident or ARNP plus an additional .42 cents per mile for travel reimbursement to and from the facility.

Emergency services shall be billed at a rate of \$115.00 per hour plus travel costs.

In-service training shall be billed at the rate of \$145.00 per hour plus travel costs.

The Contractor shall submit invoices to the Contractee for all services provided on a monthly basis with payment expected within 30 days from the invoice date.

COMMUNICATIONS AND RECORDS

It is agreed by both parties that they shall communicate and otherwise cooperate with one another in the performance of this agreement in order that its purpose may be fulfilled, and to this end the parties agree to communicate and notify one another in writing as to all matters pertaining to the parties' performance of this agreement. This contract may not be waived or modified except by mutual written agreement.

In administrative relationships, the Contractor's provider shall be under the direction of the Administrator/CEO of the Contractee while at the Contractee's site and shall be responsible to said Administrator for abiding by the administrative regulations of the facility. In no way shall control of administrative matters interfere with the Contractor's function and role as an independent contractor and Contractee shall not exercise any discretion or control over methods, means, or manner by which Contractor's provider engages in its professional work.

The Contractee and Contractor shall observe and adhere to all applicable Federal and State requirements relating to confidentiality of records and information and each agrees not to allow examination of records or disclose information without proper consent, except as may be required by law. All medical records are the property of the Contractee.

The Contractor agrees to prescribe medications in accordance with a recommended medications formulary unless factors such as allergies or other conditions do not allow for this practice. The medications formulary is the responsibility of the Contractee to provide on annual basis to the Contractor.

INSURANCE

The Contractor shall maintain professional liability insurance for its employee whom is providing services to the Contractee in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

The Contractee shall have in place and be responsible for maintaining for the duration of this contract, its own comprehensive and general liability insurance in the amount of \$1,000,000. A certificate of insurance substantiating proof of coverage may be requested of the Contractee

FORCE MAJEURE.

A Party shall be not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the Contractee:

Sullivan County Department of Corrections
Attn: Ross Cunningham, Superintendent
103 County Farm Road
Claremont, NH 03743

If to the Contractor:

West Central Services, Inc.
Attn: Linda L. Lanteigne Magoon, CFO
9 Hanover Street, Suite 2
Lebanon, NH 03766

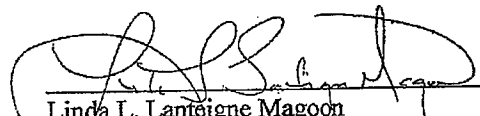
TERMINATION

This agreement may be terminated only upon the agreement of both parties with sixty (60) days advance written notice.

In the event of such termination, the Contractor shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses when incurred.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, the parties hereto have executed this Contract this day:


Linda L. Lanteigne Magoon
Chief Financial Officer
West Central Services, Inc.

8/26/2010

Date

Ross L. Cunningham
Superintendent
Sullivan County Department of Corrections

Date